**CONTRACT**

**FOR COMMUNICATIONS CONSULTANCY –EXPERT(S)**

This Service contract,the “Contract*”*, is signed on month/day/2020 by and between:

1. **The Regional Youth Cooperation Office (RYCO),** duly established and organized under the laws of the Republic of Albanian, under registration number L71911452J having its registered address and Head Office at Rruga “Skenderbej”, 8/2/2 in Tirana, Albania, legally represented by Secretary General, Mr. Djuro Blanusa, adult, with full legal capacity to act, hereinafter referred to as “*RYCO*” or the “*Contracting authority*”

*on the one part*

And

1. ***In case of a company***: -------- (*name*) -----------------a company incorporated under the laws of the Republic of-----------, having its registered office in --- (*insert full address*) --, registered with the unique registration number -----------------, legally represented for the purposes of the signature of this Contract by M/Mrs (*name surname*), (*Administrator, CEO*), adult, with full legal capacity to act, referred to “*Service Provider*” or “*the Consultant*”.

Or

1. ***In case of an individual****:* (*Name surname*), born on month/date/year, in City/ Country, bearer of ID/passport no.\_\_\_\_\_\_\_\_\_\_\_, having his/her official address (*insert address*), adult, with full legal capacity to act, referred to “*Service Provider”* or “*the Consultant”.*

*on the other part,*

(Hereinafter referred to individually as the “Party” and collectively the “Parties” to this Service contract).

By signing this Contract, the Consultant confirms that he/she/it has read, understood and accepted the Contract and all its obligations and conditions.

**Preamble**

This Contract is linked to the Project “Supporting the Western Balkan's Collective Leadership on Reconciliation: Building Capacity and Momentum for RYCO” (hereinafter referred to as the “Project”) which is supported by the United Nations (UN) Peace-building Fund, in partnership with the United Nations Development Programme, the United Nations Population Fund, UNICEF, the United Nations Children's Fund, and is implemented by RYCO.

**Article 1**

**Objective of the Contract**

The Consultant shall support RYCO in developing its Communication Strategy and Plan, based on RYCO Strategic Plan 2019-2021, strategic objectives, current projects and necessities.

**Article 2**

**Scope of Work and Deliverables**

1. The Consultant's main responsibilities, detailed in the Terms of reference part of this Contract, include, without limitation, the following activities (hereinafter collectively referred to as “Services”):
2. Carry out a communication assessment and inception report
3. Organize and conduct a cross-organizational workshop for the RYCO Secretariat Staff
4. Develop a communication strategy in direct cooperation
5. Develop and design media toolkits
6. Design and organize an information exchange training for RYCO communication department staff
7. Develop and design communication campaign, content and communication materials relevant for the project implementation.
8. The total number of working days for the performance of this Contract cannot exceed 40 (forty) working days. The Consultant shall organize the working schedule in compliance with RYCO’s requirements and shall deliver the deliverables according to the indicative workdays distribution, as follows:
9. Communication Assessment and Inception Report, including workshop, - 7 (seven) days
10. Communication Strategy - 14 (fourteen) days
11. Media mapping, media toolkit and list of recommended materials - 5 (five) days
12. Training and presentation for relevant staff (communications and other) – 4 (four) days
13. RYCO-UN project communication campaign and materials – 10 (ten) days
14. The Consultant shall perform at least 1 (one) working mission of at least 5 (five) working days in Albania, depending on RYCO’s needs and the travel restrictions imposed by the local authorities in relation to COVID-19.

**Article 3**

**Term of Contract and Timeline**

1. This Contract shall enter into force as of day/month/2020 and shall be valid until February 28th, 2021.
2. The Consultant shall deliver the deliverables according to the following timeline:
3. Deliverable no. 1 - Draft of RYCO-UN project campaign within November 15th, 2020;
4. Deliverable no. 2 – Final version of RYCO-UN project campaign, communication assessment and Inception Report for RYCO Communication strategy within December 15th, 2020;
5. Deliverable no. 3 - Communication Strategy with supporting documents within January 30th, 2021;
6. Deliverable no. 4 - Media mapping and media toolkit with supporting documents, training and presentation for RYCO staff, within February 28th, 2021.
7. The Consultant cannot, under any circumstances, start work before the date on which this Contract enters into force.

**Article 4**

**Price of Contract and Payments Modality**

1. The unit price for 1 (one) working day is (*insert amount of the offer expressed in numbers and letters*) euro gross.
2. The total amount dedicated to the execution of this Contract, as per Service provider financial offer, is (*insert* *amount expressed in numbers and letters*) euro gross.
3. The Contracting authority will execute the payment for the performance of the services in 2 (two) instalments, as follows:
4. The 1st instalment shall be executed upon successful completion of deliverables no. 1 and 2, representing respectively 15% and 25 % of the price of the Contract;
5. The 2nd instalment shall be executed upon successful completion of deliverables no. 3 and 4 representing respectively 50% and 10% of the price of the Contract;
6. For the disbursement of each instalment, the Consultant shall make a request for payment and submit the respective fiscal invoice (signed originals) accompanied by relevant documents, such as approved deliverables, reports or any other document related to the execution of this Contract.
7. RYCO will execute the payment within 30 (thirty) days from the submission of the invoice (s) by the Consultant. All payments will be executed in EUR to the following bank account:
   * 1. *Bank account holder name:*
     2. *Bank name:*
     3. *Address of the bank:*
     4. *IBAN:*
     5. *SWIFT:*
8. The Contracting authority may at any point suspend the payment deadline if a request for payment cannot be processed because it does not comply with the Contract’s provisions. The Contracting authority must formally notify the expert of the suspension and the reasons for it.
9. The suspension takes effect on the day the notification is sent by the Contracting authority. If the condition for suspending the payment deadline as referred to is no longer met, the suspension will be lifted and the remaining period will resume.
10. If the payment deadline has been suspended due to the non-compliance of the reports or deliverables and the revised report or deliverables is not submitted or was submitted but is also rejected, the Contracting authority may also terminate the Contract.
11. The Contracting authority may reject (parts of) or reduce the fees if they do not fulfil the conditions or if the Service provider is in breach of any of the obligations under this Contract.

**Article 5**

**Reimbursement of Expenses**

The Contracting authority shall not reimburse travel, accommodation or any expenses related to the costs of purchasing equipment and/or material occurred by the Consultant during the execution of this Contract.

**Article 6**

**Reporting**

1. The Consultant will directly report to RYCO’s Communication and Visibility Officer.
2. All activities and deliverables undertaken by the Consultant shall be primarily discussed and planned in consultation with RYCO.

**Article 7**

**Obligations of RYCO**

RYCO shall:

1. communicate on a regular basis with the Consultant ,
2. provide feedback and guidance on the performance of the Contract,
3. provide all other necessary support in order to achieve the objective of this Contract,
4. remain aware of any upcoming issues related to Consultant’s performance and quality of work.

**Article 8**

**Performance of the Contract**

1. The Service provider must perform the Contract within the set deadlines and to the highest professional standards, in compliance with its provisions as well as in accordance to the Contracting authority’s internal rules, procedures and regulations and in close collaboration with RYCO’s Communication and Visibility Officer.
2. If the Consultant cannot fulfill their obligations, it must immediately inform the Contracting authority.

**Article 9**

**Suspension of the Contract**

1. The Contracting authority may suspend implementation of the Contract or any part of it, if the expert is not able to fulfill their obligation to carry out the work required.
2. The Contracting authority must formally notify the Consultant of its intention, include the reasons why and invite him/her to submit any observations within 7 (seven) days of receiving notification. If the Contracting authority does not accept these observations, it will formally notify confirmation of the suspension.
3. The suspension will take effect on the date the notification is sent by the Contracting authority.
4. If the reasons for suspending implementation of the Contract are no longer valid, the suspension may be lifted and implementation may be resumed.

**Article 10**

**Termination of the Contract**

1. The Contracting authority may at any moment terminate the Contract if the Consultant:
   1. is performing its tasks poorly,
   2. is not performing the tasks; or
   3. has committed substantial errors, irregularities or fraud.
2. The Contracting authority must formally notify the Consultant of its intention, include the reasons why and invite it to submit any observations within 30 (thirty) days of receiving notification. If the Contracting authority does not accept these observations, it will formally notify confirmation of the termination. The termination will take effect on the date the notification is sent by the Contracting authority.
3. The Service provider may at any moment terminate the Contract if it is not able to fulfill its obligations in carrying out the work required. The Service provider must formally notify the contracting authority and include the reasons by giving 15 (fifteen) days’ notice. The termination will take effect on the date the Contracting authority will formally notify confirmation of the termination.
4. Only fees for days actually worked and expenses for travel actually carried out before termination shall be paid. The Consultant must submit the payment request for the tasks already executed on the date of termination within 30 (thirty) days from the date of termination.

**Article 11**

**Records and Supporting Documentation**

1. The Consultant must keep records and other supporting documentation (original supporting documents) as evidence that the Contract is performed correctly and the expenses were actually incurred. These must be available for review upon the Contracting authority’s request.
2. The Consultant must keep all records and supporting documentation for 2 (two) years starting from the date of the last payment. If there are on-going checks, audits, investigations, appeals, litigation or pursuit of claims, the Consultant must keep the records and supporting documents until these procedures end.

**Article 12**

**Ownership and Use of the Results**

1. RYCO must fully and irrevocably acquire the ownership of the results under this Contract including any rights in any of the results listed in this Contract, including copyright and other intellectual or property rights and information contained therein, produced in performance of the Contract. RYCO must acquire all the rights from the moment the results are delivered by the Service provider and accepted by RYCO.
2. Such delivery and acceptance are considered to constitute an effective assignment of rights from the Consultant to RYCO
3. RYCO may use, publish, assign or transfer these results as it sees fit, without any limitations (geographical or other), unless intellectual property rights already exist.

**Article 13**

**Dispute settlement**

1. This Contract is subject to the laws of the Republic of Albania, as the Host Country of the Contracting authority.
2. In the event of disputes arriving out of or in connection with this Contract, parties undertake to first reach an amicable settlement.
3. If an amicable solution to a dispute arising from the application of this Contract with regard to its interpretation, or application cannot be reached, the complaining party may appeal to the competent court in the Republic of Albania, as the Host Country of the Contracting authority Head Office.

**Article 14**

**Independent Contractor**

1. The Consultant shall provide the deliverables under this Contract as an independent contractor and not as an employee, partner, or agent of RYCO.
2. The Service provider shall have sole responsibility for the staff who execute the tasks assigned to it.

**Article 15**

**Taxes**

The Consultant is solely and exclusively responsible for paying income taxes, health and social contributions, as well as other obligations in compliance with the tax requirements and legislation.

**Article 16**

**Assignment**

Neither this Contract nor any rights under this Contract may be assigned or otherwise transferred by the Service provider, in whole or in part, whether voluntarily or by operation of law.

**Article 17**

**Confidentiality**

1. All information which comes into the Consultant’s possession or knowledge in connection with this Contract is to be treated as strictly confidential. The Consultant should not communicate such information to any third party without the prior written approval of RYCO.
2. The Consultant shall comply with the Data Protection Law in the Republic of Albania in the event that it collects, receives, uses, transfers or stores any personal data in the performance of this Contract.
3. These obligations shall survive the expiration or termination of this Contract.

**Article 18**

**Notices**

1. All communication by and between the Consultant and RYCO concerning the execution of this Contract shall be directed to (*insert* *name/surname*) Communication and Visibility Officer) of RYCO, to the following e-mail address: (*insert email address*) and to Ms./Mrs./Mr. (*insert* *position/title* *name/ surname*) on behalf of the Consultant, to the following email address: (*insert email address*).
2. Both Parties undertake the obligation to notify immediately one another of any change in their registration such as residence or legal representation, which may have an impact on the execution of present Contract and on their professional relationship.
3. Any notice given pursuant to this Contract shall be in writing and delivered by hand, sent by prepaid post, facsimile or email to the other Party.

**Article 19**

**Status and Use of RYCO’s Name**

1. The official logo and name of RYCO may only be used by the Consultant in connection with this Contract and with the prior written approval of RYCO.
2. Nothing in this Contract affects the privileges and immunities enjoyed by RYCO as an intergovernmental organization.

**Article 20**

**Amendments**

Amendments to this Service contract may be done only in written by consent from both parties. The party receiving the request must formally notify its agreement or disagreement, within 30 (thirty) days of receiving notification.

**Article 21**

**Severability**

If any part of this Contract is found to be invalid or unenforceable, that part will be severed from this Contract and the remainder of the Contract shall remain in full force.

**Article 22**

**Entirety**

1. The Contract shall be interpreted by considering its terms and conditions as an entirety. Any clause or wording that may create uncertainty must be viewed in the context of the entire Contract and in the view of the purposes that caused both Parties to enter into this Contract.
2. If any provision of this Contract shall become invalid, illegal or unenforceable, such provision shall be become null and void; nevertheless, all other provisions of this Contract shall remain in full force and effect.
3. This Contract covers all arrangement between the Parties, related to the object herein and substitutes all and any previous agreements and understandings between the Parties, whether written or verbal.

**Article 23**

**General Provisions**

1. The language of the written correspondence, documents and other communication between the Parties of this Contract shall be in English only.
2. None of the parties shall be responsible to the other for any delay in the fulfilment of its obligations herein, if this delay is caused by a *Force majeure*. However, this Force majeure clause applies only if the events take place after the signature of this Contract, so that it makes impossible or unduly burdensome for one of the parties to fulfil its obligations.
3. The entire Agreement between the parties is composed of:
4. this Contract
5. Terms of reference;
6. Financial offer;

Done in English in 3 (three) originals documents, 2 (two) originals being for the Contracting authority

and 1 (one) original being for the Consultant.

For the Contracting authority: For the Consultant

Mr. Djuro Blanusa Mr/Mrs/Ms.

Secretary General, Title - [CEO/Administrator]

RYCO [Name of the Company]